



Cloud Services Standards

Version: 7.0

Effective: 14th September 2021

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1. Introduction

The Cloud Services Standards (**Standards**) describes the operational standards for Blue Yonder’s (**Blue Yonder, our, we or us**) Cloud Services (i.e., SaaS). We may update or revise these Standards from time to time. The current version of the Standards can be found at <https://blueyonder.com/legal/cloud-services-standards>. Capitalized terms are defined either in these Standards or in your agreement for the purchase of the Cloud Services.

The Subscription Content in your agreement has a product architecture-based classification **Services Suite** that differentiates features such as upgrades and updates as further described in these Standards. The Services Suite classification for the Subscription Content is located at <https://success.blueyonder.com/s/support-information>.

2. Eligibility

Customer (**customer, you or your**) must pay all applicable fees and have a current subscription for Cloud Services to qualify for the support under these Standards. Cloud Services, as used in this document, refers to the Blue Yonder subscription service covered under warranty or a current support plan. Cloud Services do not include perpetual or subscription software licenses that may be hosted in a customer or Blue Yonder environment or platform.

These Standards only apply to Production Environments. A **Production Environment** means the setting where the Cloud Services are put into operation for its intended use by end users using the customer’s actual business information, created, managed and used for actual business purposes.

3. Service Level Agreement

Severity Levels and Response Times

Blue Yonder will respond to incidents raised by customers in accordance with the applicable Severity Level and Response Time set forth in the Severity Level tables below. All incidents are assigned a severity level from 1 to 4 based on the technical and business impact of the reported problem. As troubleshooting progresses, we will work with you to reassess the technical and business impact of the incident and, if appropriate, adjust the case severity level.

The hours of coverage for support and our responses are dependent on the Cloud Services offering and your support plan. For a description of available support plans go to <https://blueyonder.com/legal/cloud-services-support>.

Severity Levels

Severity Level	Definition	Examples
Level 1	Critical Impact Business standstill incident(s) that prevent customer from proceeding with a major, mission-critical process vital to the daily business operations of the customer’s business. No work-around available. Customer must be available throughout the incident until a resolution/workaround/ downgrade is achieved.	<ul style="list-style-type: none">• A complete Cloud Services failure or severe degradation. Customer is unable to access any business resources, or all users are unable to access a critical business application.• Cloud Services application is down and not accessible by users.• Performance is significantly impacting user’s ability to complete business processes.
Level 2	High Impact	<ul style="list-style-type: none">• Key business operational functions

	Business incident(s) which causes a serious disruption but do not necessarily impede the customer’s business from running. No viable workaround or the workaround is complex or time-consuming.	cannot be performed. <ul style="list-style-type: none"> • Major Cloud Services functions unusable. • Unable to perform business functions in a timely manner.
Level 3	Medium Impact Non-business critical incident with possible limitation to functionality or usefulness of the application; individual system functionality unusable or renders minor system functions unusable. Workaround may be complex or time-consuming.	<ul style="list-style-type: none"> • One or few users are not able access a Cloud Services application. • Intermittent or unexpected behavior is observed which suggests a possible problem.
Level 4	Low Impact Non-business critical incident with minimal impact, minor system nuisance that does not limit the functionality of system. Simple workaround or fix exists.	<ul style="list-style-type: none"> • Minor user impact – does not impede user’s ability to complete business processes.

Response Times

The table below defines the targeted response times for each severity level:

Severity	Response Time	Status Update Time
Level 1	20 Minutes	Every 1 Hour
Level 2	60 Minutes	Every 2 Hours
Level 3	24 Hours	As required
Level 4	24 Hours	As required

Response Time means the time between the support case creation in Blue Yonder’s incident management system and our acknowledgement of the incident during customer’s applicable support plan hours.

Status Update Time means the interval of status updates and communications regarding the state of the work effort during customer’s applicable support plan hours.

Availability and Service Commitment

Definitions

- **Available** means the percentage of time in a calendar month that the applicable Cloud Services are accessible for Production Use and is calculated as follows:

$$\frac{\text{Total minutes actually Available in calendar month}}{\text{Total minutes in calendar month} - \text{Planned Outage minutes}} = \text{Available}$$

- **Planned Outage** means a maintenance window, scheduled outage or deliberate outage.
- **Production Use** means customer can access the Cloud Services to perform major, mission-critical processes vital to the daily business operations of the customer's business functions in a Production Environment.
- **Unplanned Outage** means the period of time that all or a subset of the Cloud Services in the Production Environment is unavailable due to a Severity Level 1 event, measured in minutes from the time an incident ticket is opened in Blue Yonder's incident management system, until the time when Production Use has been restored, including through a resolution or workaround. Unplanned Outages are not planned by Blue Yonder or customer.

Service Commitment

Blue Yonder will make each Subscription Content available in the Production Environment at the percentages described below during each calendar month of the Subscription Term:

	Availability Percentage	Unplanned Outage Percentage
Standard Availability	99.7%	0.3%

Active Availability Services are only available for specific Subscription Content. Active Availability Services must be ordered and identified in your subscription agreement in order to receive the Active Availability Services' service commitment.

	Availability Percentage	Unplanned Outage Percentage
Active Availability	99.95%	0.05%

The Availability Service Commitments above apply unless the performance management metrics in the specific Subscription Content Documentation provides an alternative.

Performance Management

For certain Cloud Services, as part of the implementation process Blue Yonder will agree to performance management metrics with the customer which will be documented in writing between Blue Yonder and customer. Additional performance metrics may also be detailed in the Documentation.

Exclusions

The SLA does not apply to: (1) non-production, lab or testing environments; or (2) any unavailability or performance issues caused by or that result from:

- a. your or third-party equipment, software or other technology (other than third party equipment within our direct control);
- b. you or your user's use of the Cloud Services in violation of the terms of your subscription agreement for the Cloud Services;
- c. misuse by your users (for example, unapproved hack or denial of service attack initiated by an authorized user);
- d. your failure to allow us to install security patches or third party software patches;
- e. your failure to allow us to install current applicable releases, updates and upgrades for the Cloud Services which we

- have identified and offered to you to resolve the issue;
- f. implementation or configuration services for additional users or applications ordered by you or other services requested by you;
 - g. Planned Outages, including downtime arising from upgrades or updates or for installation of security patches or emergency repairs;
 - h. factors outside of our reasonable control, including (i) any force majeure event, (ii) telecommunication, Internet, failures or delays, (iii) hardware, software, networks, power or telecommunications systems not within our possession, reasonable control or our responsibility, and (iv) any actions or inactions of you or any third party; or
 - i. suspension or termination of your right to use the Cloud Services in accordance with the terms of your subscription agreement for the Cloud Services.

4. Disaster Recovery and Planning Options

A **Disaster** means a sudden, unplanned catastrophic event or emergency, like a disaster (natural or man-made), or any other business or technical disruption that results in the complete loss of a data center with no imminent hope of recovery.

Disaster recovery options are defined by RTO and RPO objectives:

- **Disaster Declaration** is the process to activate the disaster recovery plan after a Disaster occurs. Blue Yonder is the sole party to decide if, when and under what circumstances a Disaster is declared.
- **Recovery Time Objective (RTO)** is the time objective for a Production Environment to be operational from the point of Disaster Declaration. Core business features will be available but there may be features, such as historical reporting functions, that may only become available outside of this time window.
- **Recovery Point Objective (RPO)** is the maximum acceptable level of data loss following a Disaster. The RPO represents the point in time, prior to the Disaster, to which lost data can be recovered.

We will provide Disaster recovery services at the Disaster Recovery Level identified in your subscription agreement for the Cloud Services.

Disaster Recovery Options (Public Cloud)

Disaster Recovery Level	RTO	RPO
Standard Plus	Up to 48 Hours	4 hours
Extended Plus	Up to 8 Hours	1 Hour

Disaster Recovery Options (Other)

Disaster Recovery Level	RTO	RPO
Standard	Up to 7 Calendar Days	8 Hours
Enhanced	Up to 48 Hours	4 Hours
Extended	Up to 8 Hours	2 Hours

Exclusion: A ransomware event that impacts a customer's Blue Yonder service subscription will not be deemed a Disaster and, therefore, will not be subject to the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) applicable to loss of a data center. In the case of a ransomware event, Blue Yonder's protocols include reporting the incident to the appropriate authorities, isolating the applicable environment and taking such other actions as are needed to protect and recover data. The specific actions that we take in a specific ransomware scenario will depend on the severity and nature of the ransomware event.

5. Subscription Service Updates

In accordance with these Standards, you have access to all updates, version releases, upgrades, and enhancements to the Cloud Services that are not designated by us as new products or modules for which we charge a separate fee. If you have a current subscription for Cloud Services then we will be responsible for upgrading, updating and enhancing the cloud platform in accordance with the Cloud Services offering and/or Service Suite to which you subscribe. We are not responsible for upgrading, updating and enhancing any modifications to the Cloud Services unless you have purchased this service for a separate fee.

Any customer developed code is required to use Blue Yonder published or approved APIs to access Subscription Content.

Industry Solutions

Technical upgrades (e.g. from version 1.0 to 2.0) are included as a component of the Industry Solutions Cloud Services. The upgrade is a technical upgrade only and, while maintaining existing functionality, will not include the implementation of new features that may be present in the newer version of the Cloud Services.

Updates for Industry Solutions may consist of new features (as described in the applicable Documentation) and/or bug fixes for the correction of defects to the then-current version of the Cloud Services.

<i>Update Type</i>	<i>Description</i>	<i>Time Frame</i>
Unscheduled	Updates that do not cause system downtime and any unintended downtime caused is counted toward any SLA Availability metric. At our sole discretion, unscheduled updates may be delivered at any time, without prior notification.	As needed
Emergency	We reserve the right to perform emergency updates from time to time to rectify critical issues in the Cloud Services that cannot be postponed. During an emergency update, any user attempting to access the Cloud Services will be notified that the Cloud Services are unavailable due to an emergency update. We will notify you of emergency updates via email.	As needed
Scheduled	<p>Updates that may require system downtime to ensure safe, consistent or rapid implementation, or that contain changes that significantly affect or change the usability of the Cloud Services. We may, at our sole discretion, schedule these updates as maintenance with advance notice to you. The maximum down time is three (3) hours (unless otherwise mutually agreed) and it does not count toward any SLA Availability metric.</p> <p>We will notify you of scheduled updates via email to your contact person. We will send an initial notice seven (7) or more calendar days in advance of the scheduled update. We will also send a reminder notice 24-hours in advance of the scheduled update. We will send a final notification upon completion of the update and confirmation that systems are available for normal use.</p>	1 time per month or as otherwise mutually agreed

Services Suite 1

Technical upgrades (e.g. from version 1.0 to 2.0) are included as a component of the Cloud Services for Services Suite 1. The frequency of included upgrades is dependent on your current support plan: (a) Premier Support receives one (1) technical upgrade a year; and (b) Essential Support receives one (1) technical upgrade every three (3) years provided that there are still two (2) years of future contract commitment. The upgrade is a technical upgrade only and, while maintaining existing functionality, will not include the implementation of new features that may be present in the newer version of the Cloud Services.

If the general availability (GA) date of the Subscription Content is within the last four (4) years, then there will be no cost to you for the upgrade. If the GA date of the Subscription Content is older than four (4) years, then you will be required to pay 100% of the upgrade fees for any technical upgrades performed.

<i>Update Type</i>	<i>Description</i>	<i>Time Frame</i>
Standard	Updates required to keep the cloud infrastructure operating at optimal status. Standard updates typically address infrastructure performance, service enhancements, or security related updates. The maximum down time is three (3) hours (unless otherwise mutually agreed) and it does not count toward any SLA Availability metric.	1 time per month or as otherwise mutually agreed
Critical	Updates addressing known issues which jeopardize availability or stability of the Cloud Services or remediation of newly identified security vulnerabilities that are assessed to either have a likelihood of exposure, high likelihood of extensive damage, or a combination of both.	As needed

We strive to provide notice at least two (2) weeks in advance for standard maintenance for Services Suite 1. There may be times when infrastructure maintenance is an emergency and consequently shorter notice will be provided. The intent is always to find a balance between giving reasonable notice and upgrading or enhancing infrastructure, which typically results in improvements to overall stability and/or adding needed capabilities.

Services Suite 2

Updates for Services Suite 2 may consist of new features (as described in the applicable Documentation) and/or bug fixes for the correction of defects to the then-current version of the Cloud Services.

<i>Update Type</i>	<i>Description</i>	<i>Time Frame</i>
Continuous Delivery	We practice agile development and provide the delivery of updates on a continuous basis.	As needed
Unscheduled	Updates that do not cause system downtime and any unintended downtime caused is counted toward any SLA Availability metric. At our sole discretion, unscheduled updates may be delivered at any time, without prior notification.	As needed
Emergency	We reserve the right to perform emergency updates from time to time to rectify critical issues in the Cloud Services that cannot be postponed. During an emergency update, any user attempting to access the Cloud Services will be notified that the Cloud Services are unavailable due to an emergency update. We will notify you of emergency updates via email.	As needed
Scheduled	<p>Updates that may require system downtime to ensure safe, consistent or rapid implementation, or that contain changes that significantly affect or change the usability of the Cloud Services. We may, at our sole discretion, schedule these updates as maintenance with advance notice to you. The maximum down time is three (3) hours (unless otherwise mutually agreed) and it does not count toward any SLA Availability metric.</p> <p>We will notify you of scheduled updates via email to your contact person. We will send an initial notice seven (7) or more calendar days in advance of the scheduled update. We will also send a reminder notice 24-hours in advance of the scheduled update. We will send a final notification upon completion of the update and confirmation that systems are available for normal use.</p>	No more than 1 time per month or as otherwise mutually agreed

6. Luminate Commerce Subscription Content

There are specific service commitment and disaster recovery level options for customers who subscribe to Blue Yonder's Luminate Commerce Subscription Content: Inventory Service and Commits Service.

Service Commitment

The following options are available for Blue Yonder's Inventory Service and Commits Service Subscription Content. For this Subscription Content only, the standards documented in **Section 3 (Service Level Agreement)** are replaced entirely by the standards listed in this Section 6. In all other respects **Section 3 (Service Level Agreement)** continues to apply.

To receive the High Availability Service Commitment, it must be ordered and identified in the customer's subscription agreement.

	Availability Percentage	Unplanned Outage Percentage
Active Availability	99.95%	0.05%
High Availability	99.99%	0.01%

Disaster Recovery and Planning Options

The following options are available for Blue Yonder's Inventory Service and Commits Service Subscription Content. For this Subscription Content only, the disaster recovery levels documented in **Section 4 (Disaster Recovery and Planning Options)** are replaced entirely by the disaster recovery levels listed in this Section 6. In all other respects **Section 4 (Disaster Recovery and Planning Options)** continues to apply.

To receive the disaster recovery level, it must be ordered and identified in the customer's subscription agreement.

Disaster Recovery Level	RTO	RPO
Extended Plus	Up to 8 Hours	1 Hour
Select Plus	Up to 4 Hours	30 minutes

7. Other Operational Standards

Production Environment	Customer will be provided with one Production Environment during the Subscription Term. In cases where a test or development environment is required on a permanent basis during the Subscription Term it will be limited to one (1) development and one (1) test environment. We are not required to provide any additional environments unless expressly listed on your subscription agreement for the Cloud Services as an additional option or upgrade.
Database Refreshes for Services Suite 1 and Industry Solutions	Database refreshes (copying a Production Environment database to a development or test environment) are available at no additional charge. The frequency of the included database refreshes is dependent on your current support plan.
Database Exports for Services Suite 1 and Industry Solutions	Two (2) exports of each production database per year are included at no additional charge.
Backups	Unless otherwise stated in your agreement (including in the Documentation for the Subscription Content), backups of the Production Environment are taken daily and retained for 30 days.
Platform as a Service Suppliers	Google Cloud Platform provided by Google Azure Platform as a Service provided by Microsoft
Data Transfer	<p>Where required, we will make available (i) a Secure FTP, (ii) an AS2 Communications Channel or (iii) APIs via secure protocols or via a secure channel (when such APIs are supported) for transfer of data between you and Blue Yonder. Unless otherwise indicated, you will initiate the pushing of input data from you to Blue Yonder and the pulling of data from Blue Yonder to you.</p> <p>One end point is included to connect to the Production Environment. A further end point is included and shared across the development and test environments. If needed, additional end points are available for additional fees.</p>
Expansion and New Technology	We reserve the right to change existing infrastructure, hardware and underlying software used to provide the Cloud Services provided that the changes are not materially detrimental to the Cloud Services.
Security Management	All identified critical vulnerability alerts are investigated and resolved under emergency patch procedures per our change management process.
Standard Language	English
Custom Development	Custom developed code, scripts or other items are the responsibility of customer. We may perform triage activities but will not be responsible for maintenance, bug fixes, or upgrades to custom items unless you have purchased modification support for a separate fee.

8. Changes

Date	Version	Changes
28 January 2019	1.0	Released
19 June 2019	2.0	The location of the support plan content changed to https://jda.com/legal/cloud-services-support throughout. Revised definition of a disaster in 5.0. Frequency of database refreshes for Services Suite 1 more clearly defined in 8.0.
17 September 2019	3.0	RPO (Recovery Point Objective) for the Standard Plus disaster recovery level has been reduced from 8 to 4 hours.
14 February 2020	4.0	Explicit inclusion of the end points made available for data transfer in section 8.0 Other Operational Standards: Data Transfer. Clarifying statement added regarding custom developed code, scripts or other similarly custom items in section 8.0 Other Operational Standards: Support of Custom Development. JDA is now Blue Yonder.
1 July 2020	5.0	Reformatted. Added Eligibility section. Removed resolution time frames. Standardized and in some instances increased the SLA commitment. Industry Solutions metrics added.
24 May 2021	6.0	Added location of Services Suite classification for Subscription Content. Clarified maximum downtime for Services Suite 1 Subscription Content. Added option for backup policy to be specific to the Subscription Content. Reformatted Section 4 – Disaster Recovery
14 September 2021	7.0	Addition of Section 6.0 for Blue Yonder’s Luminare Commerce Subscription Content and the renumbering of the subsequent sections. Additions to Section 4 - Disaster Recovery and Planning Options to include exclusion for ransomware events.

Legal Notice

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